

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 30-Jun-2005		4. REQUISITION/PURCHASE REQ. NO. W81C8C-5171-0001		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS MO 63103-2833		CODE W912P9		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912P9-05-R-0715	
				X		9B. DATED (SEE ITEM 11) 23-Jun-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <p style="text-align: center;">AMENDMENT 0003</p> <p>Emergency Temporary Roof Repair - Louisiana and Mississippi</p> <p>Section 00800 - Pages 1-3 are hereby removed from the solicitation and replaced with the attached Section 00800 - Pages 1-3.</p> <p>NOTE: Closing date remains 5 July 2005. In the event a contractor has mailed a proposal prior to receiving this amendment, the Government will accept a fax copy of your revised bid schedule reflecting the revised ramp up and full production targets, and cover page 1442 acknowledging receipt of this amendment. Documents may be faxed to Joan Brickey @ 314-331-8746.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  30-Jun-2005	

SECTION 00800  
SPECIAL PROVISIONS

1.0 Statement of Purpose. The primary purpose of the proposed contract is to provide emergency temporary roof repair services in support of contracts for disasters or emergency missions assigned to the U.S. Army Corps of Engineers by the Federal Emergency Management Agency (FEMA) within the constraints of Clause 52.216-19, Order Limitations, and may, but is not limited to utilize this contract for other Temporary Roof Repair requirements it may have within the specified geographic location. The geographic area covered by this solicitation is: States of Louisiana and Mississippi

1.1 Mobilization of Additional Contractors. The Government will utilize this contract for temporary roofing missions for a maximum award of up to \$10,000,000.00. The Government, however, reserves the right to mobilize additional contractors if determined to be in the Government's best interest, and necessary to meet disaster response mission requirements and if the contractor is not performing according to the contract.

2.0 The Contract.

2.1 Contract Type, Value and Performance Period. Any contract to be awarded as a result of this solicitation will be an Indefinite Delivery/Indefinite Quantity (IDIQ) for a contract capacity up to a total estimated contract value of \$10,000,000.00 for a performance period ending 15 December 2005.

2.2 Services subject to this contract.

Except as otherwise authorized by the Order Limitations Clause this solicitation and resultant contract, emergency temporary roof repair services required as a result of a mission assigned to the USACE by FEMA, shall be ordered under this contract. The Contractor is hereby notified that the Government is not obligated to order emergency temporary roof repair services for any customer other than FEMA under this contract.

3.0 Operation of the Contract.

3.1 Task Orders. The contract will operate by the issuance of written task orders (verbal orders may be issued and later confirmed in writing). **WARNING: ONLY A CONTRACTING OFFICER HAS AUTHORITY TO ORDER SERVICES UNDER THIS CONTRACT. NO OTHER GOVERNMENT EMPLOYEE, INCLUDING CONTRACTING OFFICER'S REPRESENTATIVES, HAS AUTHORITY TO ORDER SERVICES. THE CONTRACTOR IS HEREBY SPECIFICALLY DIRECTED TO REFRAIN FROM PERFORMING SERVICES THAT HAVE NOT BEEN ORDERED BY THE CONTRACTING OFFICER. FAILURE TO FOLLOW THIS DIRECTION MAY RELIEVE THE GOVERNMENT OF LIABILITY FOR PAYMENT FOR SERVICES THAT WERE NOT ORDERED BY THE CONTRACTING OFFICER.**

3.2 Line Items for Submittals. The proposed contract contains separate line items for submittals normally required before the Contractor is permitted to proceed with the work (e.g., QC plan and accident prevention plan). In order to increase its state of preparedness, the Government may elect to issue a task order for the submittals at any time after the contract is awarded. The order for submittals could be the only order placed against the proposed contract if no requirement for emergency temporary roof repair services develops; therefore, the Contractor shall ensure that the prices bid for these items represent reasonable costs associated with these items. Note: If and when task orders are issued against this contract, the Contractor may be required to prepare and submit other documents. If such submittals are required, the costs of providing them shall be deemed to be included in the prices of line items for installing plastic, panels, joists, rafters, and best practices for specific roof repairs.

4.0 Wages. General Wage Decision Nos LA02, LA08, MS10, MS11, MS12, MS13, MS14, MS15, MS16, MS17, MS18 and MS19 are incorporated into this solicitation and resultant contract. Wages to be paid in accordance with labor provisions stated elsewhere in the solicitation.

5.0 Performance Period. The performance period shall commence 0700 hours within 12 hours following receipt of the task order. The contractor shall demonstrate increasing progress towards the minimum production target within the designated number of ramp-up days. The number of ramp-up days and minimum target production rates shall be specified in the task order. The number of ramp-up days and minimum target production level is specified herein:

Days to Ramp-up	Minimum Production Target	Contractor's Ramp-up to Full Production
5-Days	500 Roofs/Day	1st day - 100 roofs 2nd day - 200 roofs 3rd day - 300 roofs 4th day - 400 roofs 5th day - 500 roofs

6.0 LIQUIDATED DAMAGES (LD's) ALL PHASES. Liquidated damages will be assessed at the rate of \$150.00 per house for each house that the Contractor is below the minimum production target for that day, whether it be in the Ramp-up phase or the full production phase. The number of roofs completed means the number that the Government Representative and the contractor have final inspected, agreed on final quantities, and have signed the ROE form as completed. The LDs will be assessed on a daily basis and the Contractor will be notified the following day of the LDs assessed. The Contractor will be given an opportunity to discuss any delays that were beyond its control. Any excusable delays must be brought to the attention of the Contracting Officer's Representative by close of business on the day of which the Contractor was notified of the LDs assessed.

6.1 SERVICE: Installation of Government-furnished plastic, contractor-furnished panels, joists and rafters.

#### 7.0 INVOICING DATA:

7.1. Submit/mail invoices to: Invoices shall be submitted to the address identified on each task order.

7.2. All invoices will be identified with the resultant Contract Number and Task Order Number.

7.3. Payment will be made by:

USACE Finance and Accounting Center  
5722 Integrity Drive  
Millington, TN 38054

#### 8.0 CONTRACT ADMINISTRATION DATA:

8.1. The contract will be awarded and administered by:

US ARMY ENGINEER DISTRICT, St. Louis District  
CONTRACTING DIVISION, CEMVS-CT  
1222 Spruce State  
St. Louis, Missouri 63103

8.2. The contract will be administered by designated U.S. Army Engineer Districts as identified in each task order by the contracting officer.